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Anderson, February, 9, 2021

To
Sullivan Precision Metal
955 South Service Rd West
Sullivan, MO 63080
Ron Huggins

OFFER: **1110221SUL – Revision 2**
SUBJECT: **32' Line Ventilation System**

With Reference to your request, we submit our quotation for the fabrication of:

Ventilation System for 32' Line:

The tanks included in the 32' Line that need to be ventilated and scrubbed:

<u>Number</u>	<u>Solution</u>	<u>Temp</u>	<u>Dimensions</u>
32-03	Oakite 160 – Hot Etch	125 F	32'L x 4'W
32-05	Aluminum Acid Pickle Nitric	Ambient	32'L x 5'W
32-14	Boric-Sulfuric Acid	78-84 F	32'L x 5'W
32-13	Type 2 Sulfuric Acid	68-72 F	32'L x 5'W
32-16	Chromic Acid Anodize	95-100 F	32'L x 4'W
32-19	Titanium Acid	Ambient	32'L x 4'-10"W
32-20	Phosphate Fluoride	Ambient	32"L x 4'-6"W

I. Hoods:

- Qty. 6 – 11,100 Volume
- Qty. 4 – 11,900 Volume
- Qty. 2 – 22,200 Volume

II. Dampers/Curves:

- Qty. 12 – Dampers
- Qty. 12 – 90 Degree Curve
- Qty. 12 – 45 Degree Curve

III. Collectors:

- Collector 1 – 1000mm diameter, 25 meters Long
 - Hood Drops – Qty. 4 – 700mm diameter
- Collector 2 – 1500mm diameter, 25 meters Long
 - Hood Drops – Qty. 10 – 600mm diameter
- Collector 3 – 1800mm diameter, 50, meters Long

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- Qty.1 – Tee 1500mm x 1000mm
- Qty.1 – 90 degree Curve – 1800mm diameter
- Qty.2 – Inlet Fittings for Fan

IV. Centrifugal Fan(s)

- Qty.2 – Model: CTR/140 Centrifugal Fans
- 47,100 CFM
- 75 Horsepower Motor (This is Sullivan's Motor)

Price: _____ **\$230,000.00**

NOT INCLUDED IN QUOTATION

- Installation
- Mileage and Lodging
- Freight
- Packaging
- Electrical Panel
- Anything not expressly mentioned in this quote

SUPPLY CONDITIONS

Delivery place = c/o TECNOPLAST USA
Delivery date = 20/22 Weeks after drawing approval
Payment = 50% down, 40% Goods Readiness, 10% Net 30

We remain at your disposal for any further request you may have about this quotation, thank you for contacting us.

Sincerely, Tecnoplast USA, LLC
Scott Johnson

Terms: In addition to the terms and conditions described herein, this order shall be subject to Seller's standard "Purchase Terms and Conditions". In the event of any conflict of terms between this Quotation and Seller's standard Purchase Terms and Conditions, the standard Purchase Terms and Conditions shall control.

Transportation: Buyer is responsible for transportation of the Products, including selection of transportation carrier and carrier terms.

Warranty: All products manufactured by Seller are warranted for a period of twelve (12) months to meet the specifications for which they were designed under normal use. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, SPECIFICALLY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies. In the event of Seller's liability, whether based on contract, tort, negligence, strict liability, or otherwise, Buyer's sole and exclusive remedy will be limited to, at Seller's option: (A) the repair or replacement by Seller of any nonconforming Products for which claim is made by Buyer in accordance with these terms and conditions or (B) the allowance of a credit for the portion of the purchase price paid by the Buyer attributable to the nonconforming Products. Seller shall not be liable for incidental, which Seller hereby expressly disclaims, consequential or special damages, or any other losses, damages or expenses, directly or indirectly arising from the sale, remanufacture, handling or use of the Products or from any other cause relating thereto. . **In the event of repair or replacement, the buyer agrees to cover the transportation expenses for shipment of parts, and/or travel expenses for employees to travel to and**

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Inspection. Buyer shall inspect all Products immediately upon delivery. Ten (10) days after Seller's initial delivery to Buyer or Buyer's agent, Buyer shall have waived all inspection rights and have irrevocably accepted the Products if no written objection to Seller is made by Buyer as to the price, quality, quantity or condition of the Products.

Compliance with Statute. Buyer acknowledges that Seller makes no representation or warranty that the Products or the specifications for which the Products were designed to comply with any statute, regulation, ordinance, or other requirement of any governing body unless the specifications for the Products explicitly state that the Product will achieve compliance with specified statutory or regulatory requirements. Seller makes no representation or warranty that the Products will comply with any amendment or modification to any statute, regulation, ordinance or other requirement of any governing body existing at the time of this Quotation. Buyer shall bear the complete risk for any amendments or modifications to any statute, regulation, ordinance, or other requirement of any governing body.

Patent or Trademark Infringement. If the Products sold hereunder are to be prepared for manufacture according to the Buyer's specifications, Buyer shall defend, hold harmless and indemnify Seller against any claims, liability, costs or attorneys fees incurred in relation to any claim for patent or trademark infringement.

Force Majeure. Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or of suppliers to the Seller including but not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, or acts of nature, shortage of labor, fuel, raw material or machinery or technical failure. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers.

Confidentiality. In the event Buyer's personnel visit Seller's plant or Buyer otherwise receives any proprietary or confidential information from Seller, such information shall be retained as confidential by Buyer and not be used or disclosed to any third party without the written consent of Seller. Seller retains all rights in any invention, improvement, discovery, or patent it conceives relating to Products delivered hereunder.

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Credit Approval. Shipment and delivery of Products and performance of work shall at all times be subject to the approval of Seller's credit department and Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Seller. The Seller has sole discretion of terminating the credit line to the Buyer.

Remedies. The rights and remedies reserved to Seller shall be cumulative and additional to all other remedies provided by law or equity. Seller shall be entitled to recover costs and attorney fees in the enforcement or defense of any rights hereunder.

Governing Law. This Quotation shall be construed and interpreted, and the rights of the parties will be determined, in accordance with the laws of the State of Indiana. Buyer irrevocably waives to the extent allowed by law (a) trial by jury in any action or proceeding with respect to this Quotation, and (b) any objection (including, without limitation, any objection to the laying of venue or based on the grounds of *forum non convenient*) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Quotation in the state courts in Boone County or Madison County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division. Nothing herein shall limit the right of Seller to bring proceedings.